

REMARKS

Reconsideration is hereby requested with respect to the rejected Claims namely, Claim 6, 9, and 10.

The Examiner, at Page 2, Paragraph 5 of the Official Action, indicates the rejection of Claim 6, 9 and 10 under 35 U.S.C. 112, second Paragraph thereof, on the basis of indefiniteness, this in regard to failing to illustrate features thereof, as also noted by the Examiner at Page 2, Paragraph 4 of said Action.

As the attorney for the Applicant indicated in a telephone discussion of August 24, 1999 with the Examiner, the features in question within Claims 6, 9 and 10 are in fact fully illustrated in Fig. 1 of the drawings, and the same is explained within Applicant's specification, this as is more fully discussed below. The Examiner, accordingly, suggested to the undersigned that he should, in his response, indicate the manner in which the features in question within Claims 6, 9 and 10 are sufficiently shown and described within the existing drawings and specification.

With regard, firstly, to Claim 6, this claim reads as follows:

"6. The assembly as recited in Claim 5, in which an interface of said intake manifold and air canister defines means for complementary positive mechanical securement to thereby ensure secure fluid communication of said air inlet with air canister."

Claim 5 now depends upon Claim 9 (which is discussed below).

However, addressing the literal language of Claim 6, this claim simply relates to the interface of intake manifold 18 and air canister 10 to provide a complementary positive mechanical securement therebetween to effect a secure fluid communication. The enabling elements are clearly shown in Fig. 1 and are described on Page 11, in Paragraph 1 thereof, states:

"The intake manifold 18 also extends to the right to form a portion of a canister cap 18a which portion is secured to a canister neck 29 of canister 10 by means of a retaining cap 18. Provided between the canister neck 29 and the cap 18a of intake manifold 18 is a circumferential elastomeric gasket 30. It is noted that retaining cap bracket 28 and neck 29 of the canister 10 are both secured within an engine bracket 32 which is also secured to a proximal cylinder housing 34 through the use of a mounting screw 26."

In view of the above, it is to be appreciated that Fig. 1, taken in combination with the description thereof at Page 11 of the Specification, does particularly point out the subject matter of Claim 6 which is distinctly claimed

by the language thereof. That is, elastomeric gasket 30, taken in combination with retaining cap bracket 28, clearly provide antecedent support and Section 112 enablement for the language of Claim 6.

With reference to Claim 9, from which Claim 6 depends, this Claim reads as follows:

"9. A fluid input assembly for a pneumatic engine for toy vehicles, the assembly comprising:

- (a) a rechargeable inflatable resilient compressed air canister having a normally open mouth thereof; and**
- (b) an intake manifold of said pneumatic engine, said manifold comprising an internal air inlet for complementally receiving said open mouth of said canister, said manifold further comprising means for enabling continuous flow of compressed air from said canister through said air inlet and to said pneumatic engine."**

Therein, the Examiner has particularly commented upon Lines 7 to 10 thereof which contain the language:

"an intake manifold of said pneumatic engine, said manifold comprising an internal air inlet for complementally receiving said open mouth of said canister..."

With reference to Fig. 1 and the corresponding description upon Page 11, Paragraph 1, of the specification, it is respectfully noted that neck 29 of bottle 10 is not integral with cap 18a. Rather, as may be noted upon Page 11 of the specification, the intake manifold 18 extends to the right to form a portion of the canister cap 18a. Therein, cap 18a is not integrally connected with neck 28 but, rather, is merely positioned across the mouth of the canister through, as above described with reference to Claim 6, the use of circumferential elastomeric gasket 30 and circumferential retaining cap bracket 28. Thereby, cap 18a is not integrally formed with neck 29 but, rather, is simply secured relative to the mouth of the neck through co-action with elastomeric seal 30 and retaining cap bracket 28.

It is to be appreciated that intake manifold 18 includes a number of integrally constituent elements which include vertical channel 16, spring valve 22, horizontal channel 24, air aperture 26, and channel 24 provides for fluid communication from the interior of canister 10 through cap 18a and, therefrom, into said channel 16, thereby providing a path for pressurized air from air canister 10 to reach proximal ball 14 and, therefrom, conical surface 72 (see Page 15 of the specification) and, therefrom, into piston cylinder housing 56. Accordingly, when all constituent elements of intake manifold 18

are considered, the above quoted language of Claim 9 to the effect of "...said manifold comprising an internal air inlet for complementally receiving said open mouth of said canister" is certainly accurate and the same is clearly shown in Fig. 1 and is described, inter alia, at Pages 11 and 15 of the Specification."

This is by the same token, additionally true of the further language of sub-paragraph (b) of Claim 9 to the effect of :

"...said manifold further comprising means for enabling continuous fluid flow of compressed air from said canister through said air inlet to said pneumatic engine."

That is, the above-described structure of channel 24 relative to canister 10, canister cap 18a (which is a part of the intake manifold 18) relative to interior channel 16 of the intake manifold is clearly supported by the disclosure of Fig. 1 taken in combination with the above-referenced description thereof in the specification. In view thereof, the Applicants respectfully urge that the language of Claim 9 is not indefinite and does distinctly claim the subject matter to which it relates, taken in light of the drawing of Fig. 1 and the specification, as discussed above.

With regard to Claim 10, this Claim reads as follows:

"10. The assembly as recited in Claim 9,
said intake manifold further comprising:

(c) an external air inlet inclusive of a one-
way check valve for permitting selectable
external re-pressurization of said air
canister without removal thereof from
said internal air inlet.

In the Official Action of August 11, 1999, it is not clear whether Claim 10 was rejected under Section 112 because of its dependence from Claim 9 or because of a Section 112 rejection of Claim 10 without reference to the issues relative to Claim 9 discussed above. However, Applicant submits that Fig. 1 clearly shows an external air inlet, which is defined by the combination of one-way check valve 12, distal ball 20, spring 22 and air aperture 26. This structure is one in which the thusly designed external air inlet is operative without a requirement for removal thereof from any internal air inlet, which would correspond to channel 24 above discussed. Accordingly, while the specification does not employ the express terminology "external air inlet" and "internal air inlet," it is respectfully submitted that the same are both clearly illustrated in Fig. 1 and sufficiently described in the specification. Applicant is not required to employ identical terminology in its claim language so long as the

requirements of 35 U.S.C. 112, Paragraphs 1 and 2, are satisfied which, here, is the case.

In view of the above, the Examiner is urged to withdraw the rejection of Claims 6, 9 and 10 under 35 U.S.C. 112, second paragraph thereof and, as well, to pass to issue those claims and all other extant, allowed claims in this case. Further, the Examiner is urged to contact the undersigned attorney to resolve any remaining issues that exist in this case.

This response is submitted within two months of the Official Action of August 11, 1999.

Respectfully submitted,
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